

BILL LUSK
Mayor

PHILLIP A. NOBLETT
Town Attorney

HONNA K. ROGERS
Town Manager



SUSAN ROBERTSON
Vice Mayor

PAUL M. HENDRICKS
Councilmember

HERSHEL DICK
Councilmember

ANNETTE ALLEN
Councilmember

Town of Signal Mountain

1111 RIDGEWAY AVENUE
SIGNAL MOUNTAIN, TENNESSEE 37377
423-886-2177

REGULAR MONTHLY MEETING OF SIGNAL MOUNTAIN TOWN COUNCIL, MONDAY, May 11, 2009 TOWN HALL, 6:30 P.M.

AGENDA

1. Pledge
2. Prayer
3. Roll Call
4. Approval of minutes:
 - a. Regular Meeting April 13, 2009
 - b. Agenda Meeting May 1, 2009
5. Honorary Resolutions
 - a. Thanking Frank Hill
6. Citizens Opportunity to Address Council (Three minute time limit)
7. Resolutions
 - a. Authorizing purchase of SCADA system
 - b. Authorizing purchase of fire hose
 - c. Authorizing Manager to sign Palisades Dr retaining wall repair contract
 - c. Authorizing Manager to sign Audit contract
 - d. Authorizing Manager to sign the TML Pool Interlocal Agreement
 - e. Requesting Planning Commission to make a recommendation on appeal of SROZ
 - f. Appointing Claire Griesinger to the Design Review Commission
 - g. Appointing Werner Slabber to the Design Review Commission
8. Ordinances
 - a. Chicken Ordinance Amendment (1st Reading)
 - b. Alcohol at MACC (2nd Reading)
 - c. Amend Code Regarding Alcohol Beverages on Town Property (2nd Reading)
 - d. Tree Ordinance Amendment (2nd Reading)
 - e. Memorial Policy Amendment (2nd Reading)
 - f. Rezoning of 1603 Taft Highway (2nd Reading)
9. Discussions
 - a. Other items of business
10. Department Reports
11. Other Business
12. Adjourn

RESOLUTION NO. _____

A RESOLUTION HONORING FRANK HILL FOR HIS DONATION OF SIX
MODEL SHIPS TO THE SIGNAL MOUNTAIN LIBRARY.

WHEREAS, Frank Hill has been a resident of the Town of Signal Mountain for 50 years;
and,

WHEREAS, Mr. Hill earned an M.A. in civil engineering with emphasis in structural
design from the Massachusetts Institute of Technology in 1953; and,

WHEREAS, while a student, he frequented the Frances Russell Hart Nautical Museum at
M.I.T. where he marveled at the handcrafted ship models on display; and,

WHEREAS, Mr. Hill's wife, Betty Sue, presented him with a model ship building kit of
the Santa Maria, and Mr. Hill's interest in model ships turned into a passionate hobby; and

WHEREAS, in 1957, Mr. Hill moved to the Chattanooga area and retired from the
Tennessee Valley Authority in 1999; and,

WHEREAS, Mr. Hill has generously donated six masterfully handcrafted model ships to
the Signal Mountain Library; and,

WHEREAS, Frank Hill is known in this community as the loving husband of Betty Sue
Hill, the father of Russell Hill, Mark Hill, Susan Hill Whitson, and Carolyn Hill Weems, and the
proud grandfather of thirteen grandchildren; and,

WHEREAS, the Town held a reception in Mr. Hill's honor on April 30th at the Library
where more than 120 citizens turned out to express their appreciation,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN
OF SIGNAL MOUNTAIN TENNESSEE, that Frank Hill is hereby honored for his generous
donation to the Library and to the citizens of the Signal Mountain.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO COLLEY SALES AND SERVICE TO PROVIDE A SCADA SYSTEM TO MONITOR WATER LEVELS FOR THE PUBLIC UTILITIES DEPARTMENT IN THE AMOUNT OF SIXTEEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$16,800.00) AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS IN CONNECTION WITH THIS AWARD.

WHEREAS, Bid tabulation sheets have been received for a SCADA System to monitor water levels for the Public Utilities Department in the Town of Signal Mountain; and

WHEREAS, the Town Manager has reviewed all bids submitted and has recommended that the bid of Colley Sales and Service be accepted as the lowest and best bid;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That the Town Manager is hereby authorized to award the contract for a SCADA System to monitor water levels for the Public Utilities Department in the Town of Signal Mountain to Colley Sales and Service in the amount of \$16,800.00 as the lowest and best bid and authorizing the Town Manager to execute any necessary documents in connection with this award.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO NAFECO, INC., FOR FOUR (4") INCH LDH FIRE HOSE IN THE AMOUNT OF FOURTEEN THOUSAND NINE HUNDRED THIRTY FOUR AND 02/100 DOLLARS (\$14,934.02) AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS IN CONNECTION WITH THIS AWARD.

WHEREAS, Bid tabulation sheets have been received for four (4) inch LDH fire hose for the Fire Department in the Town of Signal Mountain; and

WHEREAS, the Town Manager has reviewed all bids submitted and has recommended that the bid of NAFECO, INC., be accepted as the lowest and best bid;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That the Town Manager is hereby authorized to award the contract for Four (4") inch LDH fire hose for the Fire Department in the Town of Signal Mountain to NAFECO, INC. in the amount of \$14,934.02 as the lowest and best bid and authorizing the Town Manager to execute any necessary documents in connection with this award.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT TO PINNACLE DESIGN BUILD GROUP, INC. FOR THE PALISADES DRIVE RETAINING WALL REPAIR IN THE AMOUNT OF ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED SIXTY NINE AND 80/100 DOLLARS (\$133,169.80) AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS FOR TEMPORARY OR PERMANENT CONSTRUCTION EASEMENTS IN CONNECTION WITH THIS PROJECT.

WHEREAS, Bid tabulation sheets have been received for the Palisades Drive retaining wall repair within the Town of Signal Mountain; and

WHEREAS, the Town Manager and Town Public Works personnel have reviewed all bids submitted and have recommended that the bid of Pinnacle Design Build Group, Inc. be accepted as the lowest and best bid for this project;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That the Town Manager is authorized to award the construction contract to Pinnacle Design Build Group, Inc. for the Palisades Drive retaining wall repair within the Town of Signal Mountain in the amount of \$133,169.80 and the Town Manager is further authorized to execute any necessary documents for temporary or permanent construction easements in connection with this project.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH JOHNSON, MURPHEY & WRIGHT, P.C. TO AUDIT TOWN ACCOUNTS FROM JULY 1, 2009 THROUGH JUNE 30, 2010, AND TO PROVIDE PAYMENT FOR MUNICIPAL AUDITING SERVICES PERFORMED ON TOWN ACCOUNTS FOR THAT TIME PERIOD IN THE AMOUNT OF \$17,275.00.

BE IT RESOLVED by the Town Council of the Town of Signal Mountain, Tennessee that the Town Manager is authorized to enter into a contract with Johnson, Murphey & Wright, P.C. to audit Town Accounts from July 1, 2009 through June 30, 2010 and to provide payment for municipal auditing services performed on Town Accounts for that time period in the amount of \$17,275.00. A copy of the Contract to Audit Accounts is attached.

MAYOR

RECORDER

DATE

DATE

PAN/kac

CONTRACT TO AUDIT ACCOUNTS

OF

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

(GOVERNMENTAL UNITS AND/OR RECIPIENTS OF
GRANT FUNDS)

FOR THE PERIOD

FROM JULY 1, 2008 TO JUNE 30, 2009

Please include current email information below. If your email information changes after this contract is approved, updated information should be submitted via the form located at:
<http://www.comptroller.state.tn.us/ma/forminst.htm>.

CPA's E-Mail Address:

btw@jmw-cpa.com

Government's/Nonprofit's E-Mail Address:

(See Instruction # 10)

Contract Filing

☐ Electronically Filed
(the signed document was scanned into a digital document or a digital graphic or typed signature was used in the electronic contract)

☐ Paper Copy Filed

(See Instruction #2)

Report Filing

Copies of the audit report resulting from this contract are to be filed with the office noted below:

- ☐ County Audit
(CAcontract.Reports@tn.gov)
- ☐ Municipal Audit
(MA.Contracts@tn.gov)

(See Instruction # 9)

December 2008

CONTRACT TO AUDIT ACCOUNTS

of TOWN OF SIGNAL MOUNTAIN, TENNESSEE

(Name of Organization)

This agreement made this 17TH day of FEBRUARY, 2009, by and between JOHNSON, MURPHEY & WRIGHT, P.C.

(Auditor)

301 NORTH MARKET STREET, CHATTANOOGA, TN 37405

(Full Address of Auditor)

and TOWN OF SIGNAL MOUNTAIN, TENNESSEE

(Name of Organization)

1111 RIDGEWAY AVENUE, SIGNAL MOUNTAIN, TN 37377

(Full Address of Organization)

, hereinafter referred to as the "organization"

(governmental unit or grant recipient), as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the financial statements of all funds of the organization for the period beginning JULY 1, 2008, and ending JUNE 30, 2009 with the exception of the funds listed below:

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and U.S. Office of Management and Budget (OMB) *Circular A-133*. The audit is also to be conducted in accordance with any other applicable federal management circulars. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a report containing an expression of an unqualified or modified opinion on the financial statements. (See Instruction 4) This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB *Circular A-133* shall include the additional report required by that circular. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on corrective action taken or planned, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report).

5. The auditor shall furnish 20 printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed prior to 12-31-2009, but in no case, shall be filed later than six (6) months following the fiscal period to be audited, without prior written explanation to the Comptroller of the Treasury, State of Tennessee and the organization. The auditor shall file one (1) electronic copy (See Instruction 12) of said report with the Comptroller of the Treasury, State of Tennessee, and with the appropriate officials of the granting agencies listed below. Requirements for additional copies should also be addressed as follows:

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Department of Audit. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, such as defalcation, misappropriation, misfeasance, malfeasance, embezzlement or other illegal acts shall be reported by the auditor, **in writing immediately upon discovery**, to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management and those charged with governance and the auditor for such additional investigation. (See Instruction 11)

8. (Special Provisions) INCLUDES CONTINUING SAS 104-111 RISK ASSESSMENT PROCEDURES

9. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor a fee of \$17,275.00 (Fees may be per diem or fixed amounts. If per diem, an estimated gross fee should be furnished to the governing unit for budgetary purposes. A schedule of such per diem fees should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance. Fees under this agreement shall not include anything other than audit charges.

(Estimated gross fee: _____)

SCHEDULE OF PER DIEM FEES:

10. As the auditor and authorized representative of the firm, I do hereby affirm that our office is currently registered with the State Board of Accountancy and our organization has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, that a copy of our most recent external quality control review report has been provided to the organization, and that all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*. (Refer to instruction 8). In addition, as the auditor I also affirm that all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

11. This writing, including any amendments, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. If digital signatures, as defined in Instruction 2 of this contract, are used in this contract, all parties agree that they are acceptable as provided for in the Uniform Electronic Transaction Act.

JOHNSON, MURPHEY & WRIGHT, P.C.

Audit Firm

BRIAN T. WRIGHT

Print or Type Signature Name

TOWN OF SIGNAL MOUNTAIN, TENNESSEE

Governmental Unit or Grant Recipient

MARK A. JOHNSON

Print or Type Signature Name

By

Signature

By

Signature

Title/Position: PARTNER/CPA

Title/Position: RECORDER/FINANCE DIRECTOR

Date:

2/17/09

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

INSTRUCTIONS
Contract to Audit Accounts

1. All contracts for auditing financial statements between an auditor and any governmental entity or private or nonprofit organization receiving funds from the State of Tennessee require the prior approval of the Comptroller of the Treasury, State of Tennessee. (Such approval is not required for system improvement and similar services of a non-audit nature.) The reports, as filed with the Comptroller of the Treasury, State of Tennessee, become a matter of public record and are available for inspection.
2. If a paper version of the contract is used, the contract should be executed in triplicate and submitted to the Comptroller of the Treasury, State of Tennessee -- for municipalities, school activity and non-centralized cafeteria funds, charter schools, utility districts, housing authorities, or for private or nonprofit organizations to the Division of Municipal Audit; and for counties, county related entities, and emergency communication districts to the Division of County Audit., as noted below:

Division of County Audit
Suite 1500, James K. Polk Building
Nashville, Tennessee 37243-0269

Division of Municipal Audit
Bank of America Plaza
414 Union Street, Suite 1100
Nashville, Tennessee 37219-1718

If an electronic version of the contract is used, the electronic contract should be digitally signed using a digital representation of a written signature (digital graphic signature), or a typed signature should be entered, or the completed paper copy should be scanned and converted to an electronic document. The completed document should be emailed to the Comptroller of the Treasury, State of Tennessee -- for municipalities, school activity and non-centralized cafeteria funds, charter schools, utility districts, housing authorities, or for private or nonprofit organizations to the Division of Municipal Audit; and for counties and county related entities to the Division of County Audit., as noted below:

Division of County Audit
CAcontract.Reports@tn.gov

Division of Municipal Audit
MA.Contracts@tn.gov

3. Upon approval by the Comptroller of the Treasury, State of Tennessee, one contract will be returned to the organization, one forwarded to the auditor, and one retained by the Comptroller of the Treasury. The audit should not be started before the contract is approved.
4. The auditor's opinion shall be expressed on each of the opinion units which collectively comprise the basic financial statements. The organization may require the auditor to express an opinion on the basic financial statements and on combining and individual fund financial statements presented as supplementary information. Reference: AICPA Audit and Accounting Guide - *Audits of State and Local Governments*. The auditor and the organization should contemplate an unqualified opinion on the basic financial statements, and any limitations or restrictions which would lead to a qualification should be fully explained. If an auditor anticipates issuing a disclaimer or an adverse opinion on a governmental entity's financial statements due to an incomplete presentation under GASB Statement 34 or for any other reason, the auditor should contact the appropriate division, ie, the Division of County Audit or the Division of Municipal Audit. for guidance concerning financial statement presentation.
5. The responsibility of the auditor for funds not covered under the contract should be set forth in Paragraph 1, and the assistance and information that is to be furnished by the organization should be set forth in Paragraph 11 of the contract. An addendum may be used where additional space is required.
6. If, after being approved, the contract is modified by either of the parties, the modification must be reduced to writing and submitted to the Comptroller of the Treasury, State of Tennessee, for approval. No change shall be effective unless approved by the Comptroller. If a paper contract is filed, original signatures are required on all copies of the contract. Retyped copies of this contract will not be approved. However, photo copies are permissible.
7. The scope of the audit should be clearly stated and the fee stated so the amount can be easily determined. A separate contract is not necessary for each division within an organization. The fee should be so stated that the amount to be paid by each unit is easily determined.
8. Any firm submitting contracts to audit for approval should file a electronic copy of the firm's most recent external quality control review report and related letter of comment, as applicable, with the Comptroller of the Treasury. An electronic copy of the most recent external quality control review report should be on file with the Comptroller of the Treasury before contracts to audit can be approved.
9. The shaded box for Contract Filing and Report Filing on the front of this contract identifies the division of the Department of Audit with which the audit report must be filed. The *Audit Manual for Local Governmental Units and Recipients of Grant Funds* published by the Comptroller of the Treasury provides for specific reporting requirements for each division. The auditor should refer to the manual for guidance on these requirements prior to submission of the report. If the division marked is incorrect, a digital stamp will be used by the Department of Audit to identify the proper division to file the audit report with.
10. Both the auditor and the entity are responsible for filing updated contact information with the Comptroller's Office, including email addresses, phone numbers, postal address, etc. To submit any changes, please access our web site at:
<http://www.comptroller.state.tn.us/ma/forminst.htm>.
If the organization does not have internet access, please contact the appropriate division to obtain a form and mail the completed form to the address in instruction 2.
11. Any amendment is subject to the same approval process as the original contract. No work should begin until the amendment is signed by all parties. For an example amendment, please access our web site at <http://www.comptroller.state.tn.us/ma/maforms.htm>.
12. When submitting an electronic copy of the audit report, please note that files larger than 15MB will have to be transmitted on a compact disc or DVD. Files up to 15MB may be emailed to the same address listed in Instruction 2 or transmitted on a compact disc or DVD. The electronic copy should be accompanied by a transmittal letter or notation that identifies the electronic copy as the official copy of the audit report. In addition, the electronic copy should be filed as a single document rather than several individual files.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH TML RISK MANAGEMENT POOL FOR THE PURPOSE OF PARTICIPATING IN AN INSURANCE POOL FOR POTENTIAL CLAIMS AGAINST THE TOWN.

WHEREAS, Chapter 282 of the Tennessee Public Acts of 1979 grants governmental entities the specific power to secure risk management, insurance, or self-insurance for themselves and their employees in different areas of liability and insurability through joint and cooperative action with other municipalities under Section 12-801 et seq., Tennessee Code Annotated, as amended, known as the Interlocal Cooperation Act; and

WHEREAS, the Cities of Athens and Hendersonville have heretofore entered into an agreement under said Interlocal Cooperation Act to create and establish the TML Risk Management Pool, a not-for-profit corporation, for the purpose of organizing and operating an insurance pool offering risk management and other related services to basic insurance coverages; and

WHEREAS, said agreement authorized any political subdivision of the State of Tennessee to become a participant in said agreement by adoption of an appropriate ordinance or resolution; and

WHEREAS, the Town of Signal Mountain, Tennessee has determined that its citizens will benefit from its participation in said agreement with the Cities of Athens and Hendersonville and such other municipalities as may participate therein; and

WHEREAS, it has been proposed that the Town of Signal Mountain, Tennessee enter into a contract with the TML Risk Management Pool, a copy of said contract being attached hereto as Exhibit A and incorporated as fully set forth herein; and

WHEREAS, the Town Manager of the Town of Signal Mountain, Tennessee has reviewed the provisions of said contract and has determined it to be in the best interests of said municipality and its citizens that appropriate steps be taken to enter into said contract.

NOW, THEREFORE,

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE as follows:

1. The Town of Signal Mountain, Tennessee shall participate in the agreement between the Cities of Athens and Hendersonville and such other municipalities as participate therein, said agreement being to cooperate in creating, establishing and contracting with TML Risk Management Pool, a non-profit Tennessee corporation, organized to provide a method for political subdivisions of the State of Tennessee to obtain risk management, insurance, self-insurance or any combination thereof for any and all areas of liability or insurability.

2. The form, content and provisions of the contract, a copy of which is attached hereto as Exhibit A and incorporated as fully set forth herein, are hereby approved.

3. The Town Manager is empowered and directed on behalf of the Town of Signal Mountain, Tennessee to enter into said contract with TML Risk Management Pool for certain services of risk management and insurance in accordance with Chapter 282 of the Tennessee Public Acts of 1979, and to take such steps as may be necessary to implement and carry out the intent of the Resolution.

4. This resolution shall become effective upon its passage, the public welfare requiring it.

MAYOR

RECORDER

DATE

DATE

INTERLOCAL COOPERATION AGREEMENT
RELATIVE TO PARTICIPATION IN THE
TENNESSEE MUNICIPAL LEAGUE RISK MANAGEMENT POOL

This agreement is entered into by the undersigned political subdivision of the State of Tennessee pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated, Section 12-9-101, et seq., and the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101, et seq.

Each political subdivision entering into this Interlocal Cooperation Agreement agrees to exercise its powers, privileges, authority, and financial and administrative resources jointly with other political subdivisions to provide a method for obtaining risk management, self insurance, insurance and reinsurance, or any combinations thereof, for any and all areas of their liability or insurability, including, but not limited to, property insurance, the liabilities created by the Tennessee Governmental Tort Liability Act, liabilities under the Workers' Compensation Law, and any other areas of liability or insurability authorized by Tennessee Code Annotated, Section 29-20-401. The Agreement to establish the TML Insurance Pool, an Interlocal Cooperation Agreement between the Tennessee cities of Athens and Hendersonville, became effective in 1979 and the corporation was created. The name of the corporation was changed to Tennessee Municipal League Risk Management Pool in 1984. The Corporations political subdivisions who have participated in the Tennessee Municipal League Risk Management Pool (TML Pool) pursuant to the 1979 Agreement ratify that Agreement, and amend it by substituting this Agreement. The power and authority conferred by the 1979 Agreement are carried forward and continued in this Agreement.

Any other political subdivision of the State of Tennessee may become a participant in this Agreement by passage of an ordinance or resolution as may be legally appropriate. This Agreement shall be completely terminated only upon the action of all but one participating political subdivision to repeal, revoke, or rescind that action authorizing and effectuating their participation unless otherwise terminated by the board of directors. If the Agreement is completely terminated, the property of the Corporation shall be disposed of as provided in the Charter.

In order for this political subdivision to increase the advantages of exercising its powers, privileges, authority, and financial and administrative resources jointly with other political subdivisions and to effectuate this Agreement, it approves the creation, establishment, and operation of the not-for-profit Tennessee corporation known as the Tennessee Municipal League Risk Management Pool, whose charter and amendments are in Exhibit A, attached to and incorporated in this agreement, with the powers, purposes, and attributes set forth in them.

After joining the Interlocal Cooperation Agreement, each political subdivision may enter in to plans, agreements, or contracts with the TML Pool for the provision of any or all of the services the TML Pool is created to provide upon terms agreed to by the political subdivision and the TML Pool. Terms shall include the nature and scope of services to be provided; the method by which contributions or premiums shall be levied and paid, and any other necessary terms.

The TML Pool shall be financed from the contributions or premiums paid by participating political subdivisions, to the TML Pool, in accordance with the terms of their plans, agreements, or contracts with the TML Pool.

Establishment and maintenance of a budget for the Corporation shall be the responsibility of the Board of Directors.

The powers of the corporation shall be exercised by the Board of Directors in accordance with its charter.

The Corporation may do all acts authorized by the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101, et seq., and as it may be amended, and as authorized by the Tennessee Non-profit Corporation Act, Tennessee Code Annotated, Section 48-51-101, et seq., and as it may be amended.

INTERLOCAL COOPERATION AGREEMENT

SIGNATURE SECTION

Signed By:

Name

Title

Entity

Attest:

Name

Title

Date:

Addendum #1 to the TML Pool Interlocal Agreement - Ethics Policy

RESOLUTION NO. 2007- 01

A RESOLUTION OF THE TML RISK MANAGEMENT POOL BOARD ESTABLISHING A CODE OF ETHICS

WHEREAS, the Comprehensive Governmental Ethics Reform Act of 2006 (Public Chapter No. 1 of the Extraordinary Session of the 2006 General Assembly), requires governmental entities to adopt a Code of Ethics, and

WHEREAS, the Act provides that such Code of Ethics shall apply to all boards, commissions, authorities, corporations, and other entities created or appointed by such governmental entities, as well as their employees.

NOW THEREFORE, BE IT RESOLVED BY THE TML POOL BOARD OF DIRECTORS, THAT THE TML POOL CODE OF ETHICS SHALL READ AS FOLLOWS:

TML RISK MANAGEMENT POOL CODE OF ETHICS

SECTION 1: Applicability and interpretation.

(a) This article establishes the code of ethics for the TML Risk Management Pool (the Pool) and applies to all full-time and part-time elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation or other instrumentality appointed or created by the Pool. When a violation of this code of ethics also constitutes a violation of a personnel policy, rule, or regulation, the violation shall be dealt with as a violation of the personnel provisions. In any situation in which a personal interest is also a conflict of interest under state law, the more restrictive provision shall apply.

(b) The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this code of ethics.

SECTION 2. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Censure means an expression of severe criticism or reproach.

Credible, for the purposes of complaints alleging that any official or employee has violated any provision of this article, means that the complaint is not:

- (1) Submitted anonymously.
- (2) Clearly unbelievable.
- (3) From a source not considered to be trustworthy under the circumstances.

Employment interest includes a situation in which an official or employee or a designated family member is employed with or negotiating possible employment with a person or organization that is the subject of a vote or that is to be regulated or supervised.

Gift means the transfer of anything of economic value, regardless of form, without reasonable consideration. "Gift" may include a subscription, membership, loan, forgiveness of debt, advance or deposit of money or anything of value, conveyed or transferred. "Gift" does not include political campaign contributions which are solicited or accepted in accordance with applicable laws and regulations.

Official(s) means the members of the board of directors, or other person(s) in a position of authority, as well as members appointed thereby to committees, task forces, etc.

Personal interest means:

- (1) Any financial, ownership or employment interest in the subject of a vote by the Pool board not otherwise regulated by state statutes on conflicts of interests; or
- (2) Any financial, ownership or employment interest in a matter to be regulated or supervised; or
- (3) Any such financial, ownership or employment interest of the official's or employee's immediate family. For the purposes of this article, "immediate family" includes spouse, children (including natural, step and adoptive), parents (including natural, step and adoptive), siblings, parents-in-law, siblings-in-law, grandparents and grandchildren, and any other individual residing within the employee's household who is a legal dependent of the employee for income tax purposes.

Pool means The TML Risk Management Pool.

SECTION 3. Disclosure of personal interest by official with vote.

An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself from voting on the measure.

SECTION 4. Disclosure of personal interest in nonvoting matters.

An official or employee who must exercise discretion relative to any matter, other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of discretion shall disclose the interest, before the exercise of the discretion when possible, on a form provided by and filed with the personnel director. Copies of such forms filed with the personnel director shall be provided to the President and, in the case of an employee, filed in the employee's personnel file. In addition, the official or employee may, to the extent allowed by law, charter, or policy, recuse himself from the exercise of discretion in the matter.

SECTION 5. Acceptance of gifts, gratuities, etc.

(a) An official or employee may not accept, directly or indirectly, any money, gift, gratuity, or other consideration or favor of any kind from anyone other than the Pool:

- (1) For the performance of an act, or refraining from performance of an act, that the individual would be expected to perform, or refrain from performing, in the regular course of the individual's duties; or
- (2) That might reasonably be interpreted as an attempt to influence the individual's action, or reward the individual for past action, in executing Pool business.

(b) Unless impartiality and independent judgment of an official or employee would be compromised, this section shall not apply to meals provided to officials or employees or gifts of food, candy or other items of de minimis value.

SECTION 6. Use of information.

(a) An official or employee may not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.

(b) An official or employee may not use or disclose information obtained in his official capacity or position of employment and not available to the general public with the intent to result in financial gain for himself or any other person or entity.

(c) Confidential information will remain the exclusive property of the employer and will only be used by an employee for permitted purposes. Employees will not use confidential information for any purpose which might be directly or indirectly detrimental to the employer or any of its affiliates.

SECTION 7. Use of Pool time, facilities, etc.

An official or employee may not use or authorize the use of Pool time, facilities, equipment, supplies or other resources for private gain or advantage to himself or to any private person or entity, except as authorized by legitimate contract or lease that is determined by the board of directors to be in the best interests of the Pool. This prohibition shall not apply when the board of directors or the President has authorized the use of such resources and established policies governing such use.

SECTION 8. Use of position or authority.

(a) An official or employee may not make or attempt to make private purchases, for cash or otherwise, in the name of the Pool; provided, however, that this section shall not apply to reasonable amounts paid for:

- (1) Food, transportation, lodging and other travel expenses incurred in accordance with the Pool's adopted travel policy.
- (2) Dues, registrations, meals and similar expenses incurred in conjunction with membership or participation in a professional or community organization to which the official or employee belongs in his official capacity.
- (3) Meals purchased in the course of an official business meeting conducted on the Pool's behalf.

(b) An official or employee may not use or attempt to use his position to secure any privilege or exemption for himself or others that is not authorized in this article or by law, the charter, or policy of the Pool.

(c) No official or employee shall provide commercial or advertising endorsements in such a manner as to convey the Pool's approval of any private for-profit enterprise; provided, however, that an official or employee may respond to inquiries seeking information as to the Pool's experience with a vendor or other private enterprise.

SECTION 9. Ethics opinions; complaints; investigations.

(a) *Ethics officer.* The general counsel is designated as the ethics officer of the Pool. The general counsel, in his discretion, may request that the President or board of directors appoint another attorney, individual or entity to act as ethics officer for the purposes of any specific investigation. For complaints considered by the board of directors under the provisions of this section, the board of directors may choose an individual or entity other than the general counsel to act as the ethics officer for the purposes of investigating the complaint.

(b) *Ethics opinions.* Upon the written request of an official or employee potentially affected by a provision of this article, the ethics officer may render an oral or written advisory ethics opinion based upon this article and other applicable law.

(c) *Ethics complaints and investigations.* Allegations that any official or employee has violated any provision of this article will be processed and handled as follows:

- (1) A complaint will be acted upon only if the complaint is in writing, signed by the person making the complaint and submitted to:
 - a. The ethics officer, if the complaint is against any employee other than the President or the ethics officer.
 - b. The President, if the complaint is against the ethics officer or any official.
 - c. The chairman of the board, if the complaint is against the President.
- (2) The ethics officer shall investigate any credible written complaint against an employee, other than the President or the ethics officer.
- (3) When a complaint is filed against the President, the ethics officer, an appointed official or a member of the board of directors, the complaint shall be referred to the board of directors. For any such complaint, other than a complaint against the President, the President may gather information and present pertinent facts to assist the board of directors in its determination. The board of directors, by majority vote of its entire membership, shall determine that the complaint is credible and that a violation of this article has occurred, that the complaint is not credible or does not have merit, or that the complaint has sufficient merit to warrant further investigation; except that if the complaint is filed against a member of the board of directors, the disposition of the complaint shall be determined by a majority vote of the remaining members of the board of directors. If the board of directors determines that a complaint warrants further investigation, it shall authorize an investigation by the ethics officer, provided that the board of directors may choose an individual or entity other than the general counsel to act as the ethics officer for the purposes of the investigation.
- (4) The ethics officer may also undertake an investigation on his own initiative when he acquires information indicating reasonable suspicion of a violation.

- (5) Any person who is the subject of an investigation by the ethics officer shall be notified in writing at the beginning of the investigation and allowed the opportunity to respond to all allegations in person and/or in writing during the course of the investigation.
- (6) In the course of an investigation, the ethics officer, at his discretion, may hold meetings and conduct interviews in person or by telephone, involving officials and employees of the Pool, as well as other individuals. The ethics officer may also request any information that he believes may be pertinent to the investigation. An employee's failure to cooperate in any investigation by the ethics officer shall be considered an act of insubordination and treated as such under the Pool's personnel rules and regulations.
- (7) At the conclusion of an investigation, the ethics officer may issue written findings and make recommendations for action to end or seek remedies for any activity that, in the ethics officer's judgment, constitutes a violation of this code of ethics. For an investigation of any employee other than the President, copies of such findings and recommendations shall be provided to the employee, the President, the personnel director and the employee's department head. For an investigation of any other individual, copies of such findings and recommendations shall be provided to the President, the board of directors and the individual who is the subject of the investigation.

SECTION 10. Violations.

(a) A member of the board of directors who violates any provision of this article is subject to punishment as provided by the Pool's charter, bylaws and/or other applicable law, and in addition is subject to censure by the board of directors. Any action taken by the board of directors against a member of the board of directors shall be determined by a majority vote of the remaining members of the board of directors.

(b) An official other than a member of the board of directors who violates any provision of this article is subject to punishment as provided by the Pool's charter, bylaws, and/or other applicable law. In addition, the board of directors may, by majority vote of its entire membership, censure the official or remove the official from office in such manner as may be permitted by law.

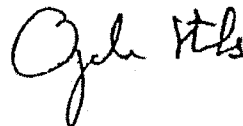
(c) In addition to any other remedy provided by law, an employee who violates any provision of this article is subject to disciplinary action, in accordance with the Pool's personnel rules and regulations, including but not limited to dismissal.

SECTION 11. In case of conflict between this policy or any part hereof, and the whole or part of any existing policy of the Pool, the provision that establishes the higher standard shall prevail.

SECTION 12. If any section, subsection, clause, provision or portion of this policy is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this policy.

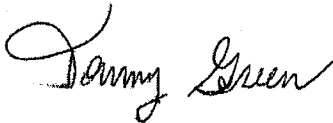
THIS RESOLUTION SHALL TAKE EFFECT FROM AND AFTER ITS FINAL PASSAGE IN ACCORDANCE WITH THE COMPREHENSIVE GOVERNMENTAL ETHICS REFORM ACT OF 2006 (Public Chapter 1 of the Extraordinary Session of the 2006 General Assembly).

DATE APPROVED BY BOARD: June 8, 2007

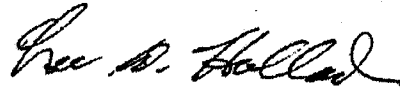


APPROVED FOR LEGAL FORM:

General Counsel



CHAIRMAN



PRESIDENT

CORPORATE CHARTER
OF
TENNESSEE MUNICIPAL LEAGUE RISK MANAGEMENT POOL

**CORPORATE CHARTER
OF
TML RISK MANAGEMENT POOL**

The undersigned natural persons, having capacity to contract and acting as the incorporators of a corporation under the Tennessee General Cooperation Act, adopt the following charter for such corporation:

- 1. The name of the corporation is Tennessee Municipal League Risk Management Pool.**
- 2. The duration of the corporation is perpetual.**
- 3. The address of the principal office of the corporation in the State of Tennessee is 5100 Maryland Way, Brentwood, Tennessee 37027.**
- 4. The corporation is not for profit. It shall not have any power to issue certificates of stock or declare dividends, and no part of its net earnings shall inure to the benefit of any trustee, officer, or individual.**
- 5. The purpose or purposes for which the corporation is organized are:**
 - (a) to provide to governmental entities of the State of Tennessee including but not limited to, any municipality, metropolitan government, county, utility district, school district, human resource agency, and development district, duly created and existing pursuant to the constitution and laws of Tennessee, or any instrumentality of government created by any one or more of the herein named local government entities, or any instrumentality of government created by an act of the general assembly, such financial, administrative, and other services in the areas of risk management, insurance, and self-insurance in all areas of liability and insurability for such governmental entities, and to provide means for joint and cooperative action by such governmental entities, including a means for the pooling of their financial and administrative resources.**

(b) to have and exercise all the powers necessary or convenient to effect any or all of the purposes mentioned in subsection (a) for which the corporation is organized, including but not limited to, the power to:

(1) prepare specifications, request bids, and enter into any contract for the purpose of underwriting, administering, or providing any part or all of the plans, policies, or services which may be provided by the corporation on behalf of and with participating governmental entities;

(2) determine the rates, risks, benefits and terms of any plans, policies, or services offered by the corporation; adjust the rates and benefits based on claim experience after proper notice to affected participating governmental entities;

(3) provide for individual or collective underwriting or other agreements for participating governmental entities in any plan, policy, or service offered by the corporation; serve as the policy-holder of any group policies or plans; determine the methods of claim administration and payment; provide for claim experience for participating governmental entities, collectively or separately; provide for risk management and loss prevention services for participating governmental entities;

(4) determine the amount of contributions, premiums or assessments required from participating governmental entities for the purpose of participating in any part or all of the plans, policies, or services established by the corporation;

(5) establish standards for eligibility of participating governmental entities or their employees in any plan, policy, or service; establish procedures for enrollment and withdrawal in any plan, policy, or service; and to establish effective dates of coverage;

(6) provide for the administration of all corporate funds, for the method of payments to such funds and for payment of all expenses in connection with the plans, policies, or services which may be established which shall include the power to provide for the partial for

complete pooling of such funds and to establish procedures for safekeeping, handling, and investing such fund or funds and any monies received or paid;

(7) to establish procedures for grievances of governmental entities and employees regarding allowance and payment of claims, eligibility, and other matters;

(8) employ such administrative, actuarial, legal, technical, clerical, or other employees or consultants as may be necessary to effectuate the purposes of the programs of the corporation;

(9) incur expenses, acquire and hold property, and enter into contracts necessary to accomplish the purposes of the corporation;

(10) to compromise and settle any action for damages or relief brought under the Tennessee Governmental Tort Liability Act, including specifically the provisions of T.C.A. 23-3321;

(11) act as the self-insurer for each governmental entity contracting with the corporation as to its liabilities under the Tennessee Governmental Tort Liability Act for purposes of the statutory limits on such liabilities, as they are now codified at T.C.A. 23-3327, or as the same may be modified;

(12) hire any individual, partnership, or corporation to provide any or all of the services, or to perform any or all of the acts which the corporation is authorized to provide; and,

(13) exercise the powers granted by Tennessee Code Annotated 48-402.

(c) to reinsure, in whole or in part, any of the areas of liability or insurability of governmental entities or governmental employees through the creation, operation, or ownership, in whole or in part, of reinsuring entities, by entering into contract or treaties or reinsurance with reinsuring entities, or by any combination thereof, provided that the reinsuring entity is lawfully created under the laws of its jurisdiction, or

otherwise as permitted by law. This power to create, operate, or own shall include the power to invest the assets of the corporation in such reinsuring entities or to guarantee any loans or letters of credit in favor of such reinsuring entities.

6. The corporation is not to have members.
7. These articles may be amended in the manner provided by statute at the time of amendment.
8. In the event of any dissolution or liquidation of the corporation, the assets of the corporation shall be distributed in accordance with the vote of five-sevenths of the Board of Trustees provided that none of the assets of the corporation shall be distributed to any individual. In the event of the dissolution of this corporation, or in the event it shall cease to carry out the objects and purposes herein set forth, all the business, property, and assets of the corporation shall be distributed to such municipal corporation, or corporations, or governmental entities as may be selected by the Board of Trustees of this corporation. In no event shall any of the assets or property of this corporation, or the proceeds of any of the assets or property, be distributed to any individual, it being the intent in the event of dissolution of this corporation, or upon its ceasing to carry out the object and purposes herein set forth, that the property and assets then owned by the corporation shall be devoted to the selected governmental entities for the purpose of benefiting such entities and the public.

RESOLUTION NO. _____

A RESOLUTION REQUESTING THE SIGNAL MOUNTAIN
PLANNING COMMISSION TO MAKE A RECOMMENDATION
TO THE TOWN COUNCIL ON WHETHER THE SHACKLEFORD
RIDGE OVERLAY ZONE SHOULD BE REPEALED AT THIS
TIME.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL
MOUNTAIN, TENNESSEE, That the Signal Mountain Planning Commission is hereby requested to
make a recommendation to the Town Council on whether the Shackleford Ridge Overlay Zone
should be repealed at this time.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION APPOINTING CLAIRE GRIESINGER AS A
MEMBER OF THE TOWN OF SIGNAL MOUNTAIN'S DESIGN
REVIEW COMMISSION (DRC).

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council appoints Claire Griesinger, 40 Carriage Hill, Signal
Mountain, Tennessee, for a two (2) year term expiring on December 31, 2011 to the
Signal Mountain Design Review Commission.

MAYOR

RECORDER

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION APPOINTING WERNER SLABBER AS A MEMBER
OF THE TOWN OF SIGNAL MOUNTAIN'S DESIGN REVIEW
COMMISSION (DRC).

BE IT RESOLVED by the Town Council of the Town of Signal Mountain,
Tennessee, that the Town Council appoints Werner Slabber, 303 Wildwood Avenue,
Signal Mountain, Tennessee, for a one (1) year term expiring on December 31, 2010 to
the Signal Mountain Design Review Commission.

MAYOR

RECORDER

DATE

DATE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 OF THE SIGNAL MOUNTAIN TOWN CODE, SECTION 10-102, PARAGRAPH 3(d), REGARDING VARIANCES FOR PROPERTY LINE SETBACKS WHERE AN ADJOINING PROPERTY OWNER SUBMITS A LETTER OF SUPPORT FOR THE KEEPING OF CHICKENS AND FOWL WITHIN THE TOWN.

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, THAT

SECTION 1. Title 10, Section 10-102, Paragraph 3(d), of the Signal Mountain Town Code is amended by deleting said section in its entirety and substituting in lieu thereof the following language:

- 3(d). Any chickens must be kept in a secure moveable enclosure at all times (not visible from the street) which has been approved by the Town Manager or designee. The size of any outside enclosure shall be a minimum of 10 square feet and the outside enclosure shall be set back at least 25 feet from any adjoining property line and at least 50 feet from any stream. Variances for property line set backs may be obtained upon approval from the Planning Commission. The Planning Commission shall approve any variance for a property line set back less than 25 feet as long as the adjoining property owner submits a letter of support for the reduction in set back for the location of an outside enclosure. Upon change of ownership of any adjoining property owner who submitted a letter of support to the Planning Commission, the set back variance approved by the Planning Commission will become null and void and the applicant will have thirty (30) days to bring a new letter of support from his adjoining property owner to the Planning Commission along with a request for a new variance which shall be considered at that time. The enclosure must provide adequate ventilation and adequate sun and shade and must be impermeable to rodents, wild birds, and predators, including dogs and cats. The enclosure shall provide a minimum of 2 square feet space inside for each bird.

SECTION 2. Date of Effect. This amendment shall be operative from and after final passage, the public welfare requiring it.

Passed 1st reading _____, 2009.

Passed 2nd reading _____, 2009.

MAYOR

RECORDER

PAN/kac

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SIGNAL MOUNTAIN TOWN CODE, TITLE 11, CHAPTER 2, SECTIONS 11-201 AND 11-202, REGARDING POSSESSING ALCOHOLIC BEVERAGES ON TOWN PROPERTY AND DRINKING ALCOHOLIC BEVERAGES IN PUBLIC WITHIN THE TOWN.

SECTION 1: BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That Title 11, Chapter 2, Sections 11-201 and 11-202 are deleted in their entirety and the following language substituted in lieu thereof:

Sec. 11-201. Possessing Alcoholic Beverages on Town Property.

It shall be unlawful for any person to possess a can, bottle, or container of beer, wine, or any other alcoholic beverage, whether opened or unopened in or on any Town of Signal Mountain property except for any permitted usage within the Mountain Arts Community Center after issuance of a permit by the Town Council pursuant to Signal Mountain Town Code Section 8-128 or 8-240. Any violation of this Section shall be punishable by a municipal fine of up to Fifty and 00/100 (\$50.00) Dollars and costs of court for each offense.

Sec. 11-202. Drinking Alcoholic Beverages in Public.

It shall be unlawful for any person to drink, consume or have an open can or bottle of beer or any other alcoholic beverage in or on any public street, alley, avenue, highway, sidewalk, public park, public school ground, or other public place unless the premises has been issued a permit and license for on-premises consumption of alcoholic beverages by the Town Council.

SECTION 2. BE IT FURTHER ORDAINED, That this Ordinance shall become effective immediately from and after its passage as provided by law.

Passed First Reading _____, 2009.

Passed Second Reading _____, 2009.

Mayor

Town Recorder

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SIGNAL MOUNTAIN TOWN CODE, TITLE 8, CHAPTER 1, SECTION 8-106, REGARDING THE LOCATION OF ANY ESTABLISHMENT SELLING ALCOHOLIC BEVERAGES OF MORE THAN FIVE (5%) PERCENT ALCOHOL CONTENT WITHIN THE TOWN, AND AMENDING TITLE 8, CHAPTER 2, SECTION 8-242, REGARDING THE LOCATION OF ANY ESTABLISHMENT SELLING BEER WITHIN THE TOWN.

SECTION 1: BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That Title 8, Chapter 1, Section 8-106 be deleted in its entirety and the following language substituted in lieu thereof:

Sec. 8-106. Location of Any Liquor Store and/or Establishment Selling Alcoholic Beverages with More than Five (5%) Alcohol Content.

- (1) No liquor store and/or establishment selling alcoholic beverages with more than five (5%) percent alcohol content shall be located anywhere on premises in the Town except on the ground floor thereof. Each such store shall have only one main entrance; however, a wholesale liquor store located on the corner of two (2) streets may have a door opening on each street.
- (2) The location of any liquor store shall be located within a Highway Commercial Zone and/or Planned Commerce Center, as defined by the Signal Mountain Zoning Ordinance.
- (3) No liquor store and/or establishment selling alcoholic beverages with more than five (5%) percent alcohol content shall be located within five hundred (500') feet, or two hundred (200') feet for consumption off the premises, as measured from any doorway entrance of the establishment regularly used for public ingress and egress to the nearest doorway entrance of any school, church, or other place of public gathering, specifically including day care centers, as

defined in the Signal Mountain Zoning Ordinance. The Town Council may provide temporary permits to persons selling wine or mixed alcoholic beverages for consumption on the premises at the Mountain Arts Community Center (MACC) after consideration of an application and issuance of a permit by the Town Council pursuant to Section 8-128 of the Signal Mountain Town Code.

(4) No liquor store and/or establishment selling alcoholic beverages with more than five (5%) percent alcohol content shall be permitted to operate within the Town of Signal Mountain until a Certificate is obtained from the Town Council, as required by T.C.A. § 57-3-208 and the Town receives an inspection fee authorized by T.C.A. § 57-3-501, to the maximum amount allowed by the State of Tennessee for the time of operation.

SECTION 2. BE IT FURTHER ORDAINED, That Title 8, Chapter 2, Section 8-242 be deleted in its entirety and the following language substituted in lieu thereof:

8-242. Location of Premises to be Designated.

The location of the premises where any beer sales will be conducted shall be provided in the application and permit for beer sales within the Town. An applicant may obtain a temporary permit for the sale of beer or other beverage of like alcoholic content for consumption within the premises of the Mountain Arts Community Center (MACC) after consideration of an application and issuance of a permit by the Town Council pursuant to Section 8-240 of the Signal Mountain Town Code.

SECTION 3. BE IT FURTHER ORDAINED, That this Ordinance shall become effective immediately from and after its passage as provided by law.

Passed First Reading _____, 2009.

Passed Second Reading _____, 2009.

Mayor

Town Recorder

PAN/kac

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND REVISING SIGNAL MOUNTAIN TOWN CODE, TITLE 2, SECTIONS 2-701 THROUGH 2-703 REGARDING THE CREATION OF A TREE BOARD FOR THE TOWN.

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that Title 2, Sections 2-701 through 2-703 regarding the creation of a Tree Board for the Town are hereby amended to delete said sections in their entirety and substitute in lieu thereof the following:

SIGNAL MOUNTAIN TREE BOARD

SECTION

- 2-701. Establishment and Purpose.
- 2-702. Organization and Membership.
- 2-703. Duties and Function

2-701. Establishment and Purpose. One of the greatest assets to the Town is its extensive resource of native trees. There is hereby established a Tree Board to protect this resource as a significant part of the natural beauty of the Town through tree advocacy and education.

2-702. Organization and Membership.

A. The Signal Mountain Tree Board shall consist of seven (7) members, who shall be residents of the Town and/or residents of Hamilton County. Three members of the Tree Board shall have some educational and/or professional experience concerning landscaping and/or trees, which may include professional training such as a landscape architect, arborist, forester, master gardener or similar experience. These three members may be residents of Hamilton County and/or the Town of Signal Mountain. Four members of the Tree Board shall be citizens, residents, and homeowners in the Town. A certified arborist will serve as a consultant and ad hoc member.

B. Members shall be appointed by a majority vote of the Town Council for terms of three (3) years each which will be staggered. At the beginning of each calendar year, the Board will elect a chairman to preside over meetings, a vice chairman to serve in the chairman's

absence, and a secretary. The date and time of regular meetings shall be decided by a majority vote of the Board. At least four (4) members shall be present at any meeting to constitute a quorum and all meetings shall be publicly noticed and comply with the provisions of T.C.A. §§ 8-44-101 et. seq.

2-703. Duties and Functions. The Tree Board shall meet monthly or on call by its chairman to provide advice and recommendations to the Town Council for the adoption of programs and/or regulations considered by the Town Council for the protection of trees and shall be responsible for the following:

A. Advisory Responsibilities.

1. Provide education, advice and recommendation about trees to the Town Council and the general public.
2. Provide any builder, contractor or developer with recommendations on tree protection and maintenance prior to the issuance of any land disturbing or building permit by the building official.

B. Tree Planting Activities in the Town:

1. Celebrate Arbor Day in coordination with elementary schools.
2. Prepare plans for tree planting activities.
3. Arrange for donations of trees or funding for tree planting projects.
4. Select species for various planning projects.
5. Coordinate with other groups that might plant trees.

C. Expertise Relating to Municipal Trees:

1. Provide advice and assistance in tree pruning.
2. Provide safety inspections of trees in the Town.
3. Collect data on trees within the Town and/or arrange for a tree inventory.
4. Advise municipal departments on tree problems and tree removal needs.

D. Educational Outreach:

1. Arrange for publicity about the importance of trees and tree activities.
2. Provide information on Best Management Practices to maintain preserve healthy trees to the general public, builders, developers, local garden clubs, scout troops, hiking clubs, etc.
3. Operate a local awards program to recognize individuals and groups for their efforts in conservation and planting of trees.

E. Honor Tree Program:

1. Provide a means for individuals or groups to donate trees to honor special people, commemorate important events, and create living memorials for loved ones.
2. For a tax-deductible donation the Tree Board shall plant an Honor Tree and install a special marker inscribed with the names of the honoree, the donor, the tree species and the date of planting.
3. The Tree Board shall recommend a species and an appropriate planting site on Town property after review and recommendation by the Town Manager or his/her designee.
4. The Town Manager shall have final approval of the plaque and wording, except in cases of disagreement where the Town Council as the final authority may hear an appeal.
5. The successful growth of donated trees cannot be guaranteed. The Town reserves the right not to replace donated trees that are removed, damaged or diseased.
6. The Town will not be responsible for vandalism, repair or replacement of plaques. If the plaque presents an eyesore or public liability the Town, at its discretion, may remove it. The donor will be contacted or informed of the action, if taken.

F. Invasive Species Removal Program.

1. Provide public education on the importance of controlling non-native invasive species such as privet, honeysuckle vines and shrubs, oriental bittersweet, kudzu, English ivy, princess trees, etc.
2. Work with Board members, garden clubs, other local groups and volunteers to remove and eradicate non-native invasive species from municipal property.
3. Seek donations of tools, chemicals and funds to support the program.

SECTION 2. That this Ordinance shall become effective immediately from and after its passage as provided by law.

Passed First Reading _____, 2009

Passed Second Reading _____, 2009

Mayor

Town Recorder

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SIGNAL MOUNTAIN TOWN CODE, TITLE 11, CHAPTER 2, SECTIONS 11-201 AND 11-202, REGARDING POSSESSING ALCOHOLIC BEVERAGES ON TOWN PROPERTY AND DRINKING ALCOHOLIC BEVERAGES IN PUBLIC WITHIN THE TOWN.

SECTION 1: BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, That Title 11, Chapter 2, Sections 11-201 and 11-202 are deleted in their entirety and the following language substituted in lieu thereof:

Sec. 11-201. Possessing Alcoholic Beverages on Town Property.

It shall be unlawful for any person to possess a can, bottle, or container of beer, wine, or any other alcoholic beverage, whether opened or unopened in or on any Town of Signal Mountain property except for any permitted usage within the Mountain Arts Community Center after issuance of a permit by the Town Council pursuant to Signal Mountain Town Code Section 8-128 or 8-240. Any violation of this Section shall be punishable by a municipal fine of up to Fifty and 00/100 (\$50.00) Dollars and costs of court for each offense.

Sec. 11-202. Drinking Alcoholic Beverages in Public.

It shall be unlawful for any person to drink, consume or have an open can or bottle of beer or any other alcoholic beverage in or on any public street, alley, avenue, highway, sidewalk, public park, public school ground, or other public place unless the premises has been issued a permit and license for on-premises consumption of alcoholic beverages by the Town Council.

SECTION 2. BE IT FURTHER ORDAINED, That this Ordinance shall become effective immediately from and after its passage as provided by law.

Passed First Reading _____, 2009.

Passed Second Reading _____, 2009.

Mayor

Town Recorder

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2, CHAPTER 5, OF THE SIGNAL MOUNTAIN TOWN CODE, SECTIONS 2-512 THROUGH 2-519, REGARDING HONOR TREE AMENDMENTS TO THE "SIGNAL MOUNTAIN ACKNOWLEDGEMENT AND MEMORIAL DONATION POLICY."

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, THAT

SECTION 1. Title 2, Chapter 5, of the Signal Mountain Town Code is amended to revise Sections 2-512 through 2- 519 to include the following language:

2-512. Town of Signal Mountain Acknowledgment and Memorial Donation Policy.

A. **Purpose and Objective:**

1. To provide a means for citizens of Signal Mountain to acknowledge or memorialize an individual or individuals, whether living or deceased, by donating either tangibly or intangibly to the Town of Signal Mountain.
2. To permit donations to acknowledge and memorialize any and all individuals without regard to merit or contribution to the Signal Mountain Community.
3. To ensure donations meet certain qualitative criteria that will preserve the character, resources, and natural beauty of the mountain and will be of benefit to its residents.

2-513. Standard Donations – "Needs List".

- A. The Design and Review Commission (DRC) will request and maintain a "Needs List" from each Participating Organization (PO), such as the Town parks, playgrounds and facilities, sports and recreation leagues, schools, guilds, the Signal Mountain Playhouse, the Christmas Train, and other organizations or clubs within the Town.

- B. Such needs may include tangible items such as park benches, plants, planters, , flag poles, bleachers, sports equipment, foot bridges, trails, recreation equipment, computers, audio or video equipment, art supplies, furniture, furnishings, library books or collections, etc.
- C. All tree donations shall be requested from the Tree Board under its Honor Tree Program. The Tree Board will recommend a site, a tree species and will install a special marker inscribed with the names of the honoree, the donor, the tree species and the date of planting. Honor Trees may be donated at any time, but planting will normally take place between October through March to insure survival.
- D. Non-tangible monetary donations may include educational, recreational, sports or camp scholarships, funding for projects or other monetary contributions designated for specific groups such as the Town Employee's or Fire and Policeman's Christmas Fund, Garden Clubs, etc.
- E. The DRC will keep a current "Needs List," approved by the Town Council, in a binder at the Town Hall for potential donors, as well as standardized application forms for requests.

2-514. Non-Standard Donations.

Although donors are encouraged to select items from the "Needs List," there may be exceptions in special circumstances. For example, a donor may wish to donate substantially by gifting land, a public building or expansion, a playing field, a fire truck or funding for a significant community project, etc., to acknowledge or memorialize an individual or individuals. Any such gift of a non-standard donation shall be presented for consideration by the Town Council prior to any acceptance by the Town pursuant to Section 2-518(B).

2-515. General Policy Guidelines and Acknowledgments.

A. Restrictions and Guidelines:

- 1. The Parks Board shall review standard donations dedicated to parks. The Recreation Board shall review donations dedicated to Recreation. The Town Manager or his/her designee shall review standard Donations to the Town.
- 2. No donation, memorial or otherwise, may be placed on public or road rights-of-way or in any location that is inappropriate or obstructive or hazardous to vehicles and/or pedestrians.
- 3. The successful growth of donated plant materials cannot be guaranteed. The Town reserves the right not to replace donated trees, shrubs, or other plant material that are removed, damaged or deceased.

4. The Town reserves the right to remove, alter or discontinue the use of any tangible donation, acquired partially or entirely with donated funds, should it be necessary or in the best interest of the Town.

2-516. Plaque Policy.

- A. Certain donations may qualify for plaques (see "Needs List"). The Town will furnish, engrave and install these plaques at the donor's expense.
- B. Plaque size and wording shall be approved by the DRC prior to ordering and installation.
- C. The Town will not be responsible for vandalism, repair or replacement of plaques.
- D. If a plaque is damaged to the extent that it presents an eyesore or public liability, the Town, at its discretion, may remove it. The donor will be contacted and informed of the action, if taken.

2-517. Type of Plaques.

A. Plant Furnishing Plaque Guidelines:

1. Plaques must be made of corrosive resistant metal (bronze, brass, or aluminum alloy).
2. The exposed surface of plaques must not exceed 50 square inches.
3. Plaques will be flush mounted in a concrete or native stone base with an exposed length X width not exceeding 100 square inches.
4. Installation will be flush with ground surface in a location approved by the Parks and Recreation Board.
5. Installation may not impair mowing, maintenance, tree growth or use of the area by the public.

B. Exterior Site Furnishing Plaques Guidelines:

1. Plaques must be made of corrosive resistant metal (bronze, brass or an aluminum alloy).
2. The exposed surface of plaques must not exceed 50 square inches.

3. Plaques may be either attached securely to the donated item or mounted in a concrete or stone base with an exposed length X width not exceeding 100 square inches.

C. **Interior Site Furnishing Plaque Guidelines:**

1. Plaques will be made of a corrosive resistant metal, polycarbonate or similar durable material and of a color that will harmonize with the site furnishing.
2. Plaques will not exceed 15 square inches (2.5 inches X 6 inches).
3. Plaques will be firmly installed so as to not impair the use of maintenance of the furnishing.

2-518. Donation Process and Procedure.

A. **Standard Donations:**

1. A donor may select a donation from the "Needs List" at the Town Hall and complete and submit an application form.
2. The proposed donation will be reviewed by the Town Manager or his/her designee, with the Participating Organization (PO), if necessary, and if appropriate in form, substance and location, will be approved.

B. **Non-standard Donations or Exceptions:**

1. A donor must contact the appropriate PO to determine if such gift is acceptable and desirable and prepare a detailed description of the proposed donation.
2. A donor in concert with the PO must submit an application to the DRC detailing the proposal in accordance with Article V – Submittal Requirements of the "DRC Design Standards and Principals, Sections 100-104.
3. The DRC will review the request and forward it to the Town Council for approval by a majority vote.

2-519. Appeal Process.

Any donor who desires to appeal a decision by the DRC on any memorial or donation should contact the Town Manager to request a hearing before the Town Council. The request must be received by the Town Manager at least ten (10) days before a regularly scheduled Council meeting

and shall be timely filed in compliance with Section 2-510 of the Town Code. The Town Council shall be the final authority on any memorial or donation decision within the Town.

SECTION 2. Date of Effect. This amendment shall be operative from and after final passage, the public welfare requiring it.

Passed 1st reading _____, 2009.

Passed 2nd reading _____, 2009.

MAYOR

RECORDER

PAN/kac

Susan Humphreys
2008-174

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING ORDINANCE,
SO AS TO REZONE A TRACT OF LAND LOCATED AT 1603
TAFT HIGHWAY, MORE PARTICULARLY DESCRIBED
HEREIN, FROM LOW DENSITY RESIDENTIAL (LDR) TO
OFFICE DISTRICT, SUBJECT TO CERTAIN CONDITIONS.

SECTION 1. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF
SIGNAL MOUNTAIN, TENNESSEE, That the Town of Signal Mountain Zoning Ordinance, be
and the same hereby is amended so as to rezone:

The property requested to be rezoned is located in the Town of Signal Mountain, Hamilton County, Tennessee and is currently owned by Susan Humphries. The said property is described in its entirety in Deed Book 4242 on Page 445 in the Register's Office of Hamilton County, Tennessee. This property is being proposed for a two lot subdivision of the original tract described in Deed Book 4242, Page 445. It is the intent of the following description to describe only that part of the property shown as Lot 2 on the proposed subdivision plat, which is attached hereto as Exhibit 1.

To find the point of beginning start at the most Southeastern corner of the Humphries property in the Western right-of-way of Taft Highway, thence following the Western right-of-way of Taft Highway in a Northerly direction along a curve to the left having a radius of 1,129.86 feet and a length of 116.87 feet to the point of beginning; thence leaving the right-of-way of Taft Highway along a proposed partition line between Lot 1 and Lot 2 and being the Southern line of Lot 2, North 50 degrees 46 minutes 42 seconds West, 136.29 feet to a point in the partition of said property; thence continuing along the partition North 62 degrees 49 minutes 33 seconds West, 54.57 feet to a point; thence continuing along the partition North 82 degrees 44 minutes 58 seconds West, 108.67 feet to a point in the Northwestern boundary of said Humphries property; thence following the Northwestern line of the Humphries property and in part with the Thomas E. Spink subdivision as shown in Plat Book 34 on Page 146 in the said Register's Office and also in part with the Mark A. Miles property as described in Deed Book 3785 on Page 441, North 73 degrees 30 minutes 00 seconds East, 220.00 feet to a point; thence continuing with the said Miles property South 80 degrees 30 minutes 00 seconds East, 109.00 feet to a point on the Western right-of-way of Taft Highway; thence following the Western right-of-way of Taft Highway along

a curve to the right having a radius of 1,129.86 feet and a length of 178.68 feet to the point of beginning. This lot contains 25,669 square feet.

from Low Density Residential (LDR) Zone to Office Zone, subject to certain conditions.

SECTION 2. BE IT FURTHER ORDAINED, That this rezoning shall be subject to the following conditions:

1. That the height and area restrictions conform to the Low Density Residential Zone on this property;
2. That the allowable uses be restricted to a Day Care Center, two family dwelling, or uses consistent with Low Density Residential Zone;
3. There shall be subdivision of two (2) lots as set forth in the request to the Planning Commission in Case Number 2008-174;
4. There shall be approval of the location of septic lines by Hamilton County, Tennessee on both lots one (1) and two (2) of the subdivision;
5. A special permit for use as a Day Care Center within this Office Zone shall be obtained from the Board of Zoning Appeals as required by Section 1200.03 of the Signal Mountain Zoning Ordinance;
6. Approval of any changes to the exterior of the Day Care Center or for any other uses shall be reviewed by the Design Review Commission;

SECTION 3. That this Ordinance shall become effective immediately from and after its passage as provided by law.

Passed First Reading _____, 2008

Passed Second Reading _____, 2008

Mayor

Town Recorder